

AG Contract No. KR98 2774TRN
ADOT ECS File: JPA 98-144
Project: HX061 01C
Section: US-191 @ Discovery Park Rd.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SAFFORD, ARIZONA

THIS AGREEMENT is entered into 16 February, 1999, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), GRAHAM COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County"), and the CITY OF SAFFORD, ARIZONA, acting by and through its MAYOR and CITY COUNCIL, (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in the design, construction and maintenance of a warranted traffic signal on US-191 at the intersection of Discovery Park Road (MP 118 82), at an estimated cost of \$120,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22987
Filed with the Secretary of State
Date Filed: 02/16/99

Petey Bayless
Secretary of State

By Dick V. Greenwood

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve City review comments as appropriate.

b. Call for bids, and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the City on any Project related construction cost overruns, and be responsible for the State's proportionate share of same. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Be responsible for 50 percent (50%) of the cost of the signal Project, in an amount currently estimated at \$60,000.00.

d. Invoice the City for its 50 percent (50%) share of the Project, in an amount currently estimated at \$60,000.00.

e. Upon completion approve and accept the Project on behalf of the parties hereto, and provide signal maintenance.

2. The City will:

a. Review the design documents and provide comments

b. Be responsible for 50 percent of the cost of the signal Project, in an amount currently estimated at \$60,000.00, and for the City's proportionate share of any construction cost overruns, and pay the State within 30 days after receipt of an invoice. Be responsible for any contractor claims for extra compensation attributable to the City due to delays or whatever reason.

c. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, subject to State budgeting laws, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Safford
City Manager
Box 272
Safford, AZ 85548-0272

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SAFFORD

By 
VAN TALLEY
Mayor

STATE OF ARIZONA
Department of Transportation

By 
MICHAEL P. MANTHEY
State Traffic Engineer

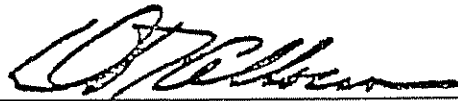
ATTEST

By 
SHERRIE FARAR FRENCH
City Clerk

RESOLUTION

BE IT RESOLVED on this 15th day of December 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Safford, for the purpose of defining responsibilities for the design, construction and maintenance of a warranted traffic signal on US-191 at the intersection of Discovery Park Road (MP 118 82).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

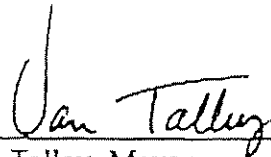
RESOLUTION NO. 99-002

WHEREAS, the State of Arizona, acting through its Department of Transportation (the "State"), is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution resolved to enter into this agreement, and

WHEREAS, the City of Safford (the "City") is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement, and

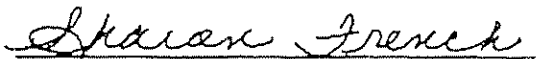
WHEREAS, the State and the City desire to participate in the design, construction and maintenance of a warranted traffic signal on U.S. Highway 191 at the intersection of Discovery Park Boulevard, at an estimated cost of \$120,000.00, and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Safford approves the intergovernmental agreement identified as AG Contract No. KR98 2774TRN; ADOT ECS File: JPA: 98-144; Project HX061 01 C; and, authorizes its Mayor, Van Talley, to execute three original agreements providing that the City will be responsible for fifty percent (50%) of the cost of the project currently estimated at \$60,000.00.




Van Talley, Mayor

ATTEST:



Sharon French, City Clerk

APPROVED AS TO FORM:



Irval L. Mortensen
City Attorney

APPROVAL OF THE SAFFORD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SAFFORD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 25 day of January, 1998⁹.

A handwritten signature in cursive script, appearing to read "Dale Martin", written over a horizontal line.

City Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

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1275 WEST WASHINGTON, PHOENIX 85007-2997

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2774TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE February 9, 1999.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/18900

Enc.